

A. G. Contract No. KR97 1119TRN  
ADOT ECS File: JPA 97-83  
Project: TEA-WIN-0(3)P/SL382 03D/04D  
Section: Historic LaPosada Hotel  
Renovation

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF WINSLOW

THIS AGREEMENT is entered into 29 July, 1997,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-  
954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and THE  
CITY OF WINSLOW, acting by and through its MAYOR and CITY COUNCIL  
(the "City").

I. RECITALS

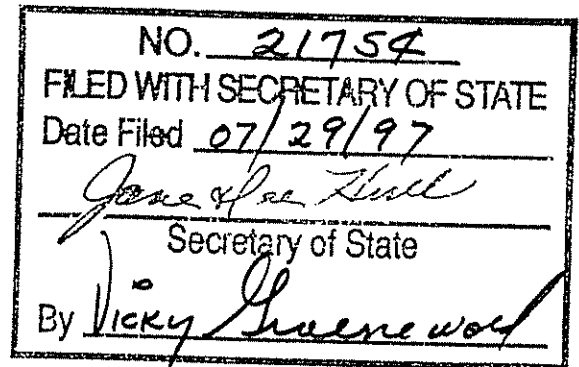
1. The State is empowered by Arizona Revised Statutes  
Section 28-108 and 28-112 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has authorized  
the undersigned to execute this agreement on behalf of the City.

3. Congress has authorized appropriations for, but not  
limited to, the design of streets and primary, feeder and farm-  
to-market roads; the replacement of bridges; the elimination of  
roadside obstacles; and transportation enhancements.

4. Such project within the boundary of the City has been  
selected by the City and has been submitted to the Federal  
Highway Administration ("FHWA") for approval.

5. The only interest of the State in the project is in the  
acquisition of federal funds for the use and benefit of the City  
by reason of federal law and regulations under which funds for  
the project are authorized to be expended.



6. The work embraced by this agreement and the estimated project costs are as follows: Preliminary Engineering.

Estimated Design Cost	\$ 100,000.00
Federal Aid Funds @ 80%	\$ 80,000.00
Winslow City Funds @ 20%	\$ 20,000.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The cost of the analysis and design work covered by this agreement is to be borne by FHWA and the City, each in the proportion prescribed and determined by FHWA.

2. Therefore, the City agrees to furnish and provide City funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The State will reimburse the City with federal funds for design work addressed under this agreement at 80% of the project cost.

4. The City will provide any required preliminary engineering and planning studies, the environmental analysis and design of the project. As required by the FHWA, the State will provide design review of the project plans, studies and related documents, and when appropriate provide comments which will be incorporated into the design documents.

5. The City may request the State, as authorized agent for the City, and all at City expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing and transportation enhancement projects for and to receive Federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the City prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the City, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

6. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

### III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The City assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007


City of Winslow  
City Administrator  
21 Williamson Avenue  
Winslow, AZ 86047


8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


CITY OF WINSLOW

STATE OF ARIZONA  
Department of Transportation

By   
JAMES L. BOLES  
Mayor

By   
PETER L. ENO  
Contract Administrator

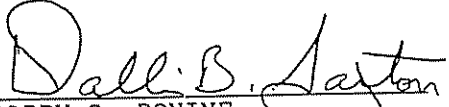
ATTEST

By   
LINDA SAMSON  
City Clerk

RESOLUTION

BE IT RESOLVED on this 28th day of May 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Winslow for the purpose of defining responsibilities for the design of renovations to the historic La Posada Hotel in Winslow.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
for LARRY S. BONINE  
Director

ORDINANCE NO. 739

AN ORDINANCE OF THE CITY OF WINSLOW  
APPROVING INTERGOVERNMENTAL AGREEMENT  
JPA 96-83 BETWEEN THE CITY OF WINSLOW AND  
ARIZONA DEPARTMENT OF TRANSPORTATION.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WINSLOW, ARIZONA,  
that the City of Winslow is authorized to enter into JPA 96-83, Historic LaPosada Hotel  
Renovation Agreement, with the Arizona Department of Transportation, and the Mayor is  
authorized to sign the same

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF WINSLOW,  
ARIZONA, this 8th day of July, 1997.

James L. Baker  
Mayor

ATTEST:

Linda Johnson  
City Clerk

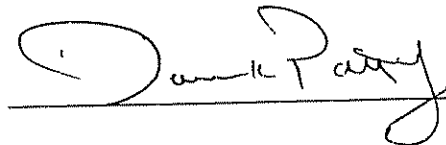
APPROVED AS TO FORM:

David R. Ray  
City Attorney

APPROVAL OF THE WINSLOW CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF WINSLOW and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 5th day of June, 1997.

  
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City Attorney



GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680  
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MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR97-1119TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED July 18, 1997.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/6533